

**IN THE UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION**

IN RE:

JOHNSON PLATE & TOWER  
FABRICATION, INC.

Debtor.

§  
§  
§  
§  
§  
§

Case No. 14-31649

Chapter 11

**DEBTOR'S EXPEDITED MOTION FOR ENTRY OF (I) AN ORDER (A) SCHEDULING A  
HEARING TO CONSIDER THE PROPOSED SALE, AND (B) GRANTING CERTAIN  
RELATED RELIEF; AND (II) AN ORDER (A) APPROVING THE PROPOSED SALE AND (B)  
GRANTING CERTAIN RELATED RELIEF**

**Expedited Hearing Requested**

TO THE HONORABLE H. CHRISTOPHER MOTT, UNITED STATES BANKRUPTCY JUDGE:

Comes now JOHNSON PLATE & TOWER FABRICATION, INC. ("JPT" or "Debtor"), debtor-in-possession in the above-referenced Chapter 11 case and files this Debtor's Expedited Motion for Entry of (I) an Order (A) Authorizing the Sale of personal property owned by JPT, (B) Scheduling a Hearing to Consider the Proposed Sale, and (II) an Order (A) Approving the Proposed Sale, and (B) Granting Certain Related Relief (the "Motion"). The Motion is filed pursuant to Sections 105 and 363 of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (The "Bankruptcy Rules").

**Summary of Relief Requested**

1. By this Motion, the Debtor requests entry of an order on an expedited basis scheduling a hearing (the "Sale Hearing") to approve such sale (the "Sale").

2. Second, at the Sale Hearing, the Debtor also hereby moves the Court, pursuant to Sections 105 and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014, for entry of an order authorizing: (i) the sale of the personal property free and clear of liens, claims, interests and encumbrances; (ii) approval of the Purchase Sale Agreement dated as of November 17, 2014 (the "PSA") between the Debtor, as Seller and the Proposed Purchaser, REICH BROS, LLC ("REICH"), and the

obligations incurred by the Debtor and the Proposed Purchaser thereunder, and (iii) granting related relief (the "Sale Relief").

3. The Debtor requests approval for the immediate distribution of sales proceeds to various taxing authorities and secured creditors as further set forth herein. In support of the Motion, the Debtor states as follows:

**Jurisdiction And Venue**

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. Section 1334. This is a core proceeding pursuant to 28 U.S.C. Section 157(b)(2). Venue is proper pursuant to 28 U.S.C. Sections 1408 and 1409.

**Background**

5. On October 7, 2014 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Texas, El Paso Division (the "Court").

6. Since the Petition Date, the Debtor has managed its affairs and conducted its business as debtor-in-possession, pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Debtor's Chapter 11 case.

7. No Official Committee of Unsecured Creditors (the "Committee") has been appointed by the United States Trustee.

8. The Debtor is a manufacturing facility located in Canutillo, Texas.

9. The Debtor's principal assets include equipment used to manufacture wind turbine towers and a separate paint facility for those towers.

**Relief Requested**

10. The Debtor seek, upon conclusion of the Sale hearing, entry of an order (i) authorizing the sale of the equipment and personal property to REICH, (the "Proposed Purchaser"), pursuant to the PSA (a copy of which is attached as Exhibit "A") as may be modified; and (ii) approving the PSA (the "Sale Order") with the Proposed Purchaser.

11. After extensive arm's length negotiations, the Debtor and the Proposed Purchaser have

agreed upon the PSA, and a copy of a fully executed of the PSA is attached hereto as Exhibit "A".

12. The Debtor requests that the Sale of the equipment occur on or before December 15, 2014.

13. The Debtor believes that an immediate going concern sale of the equipment is essential to maximize asset value and creditor recoveries. The Debtor further believes that the proposed timeline affords the Debtor a sufficient opportunity to complete the sale process.

#### **Terms of the PSA**

14. The Debtor entered into the PSA subject to court approval. The PSA contemplates the sale of the Debtor's equipment to the Proposed Purchaser for a total of \$1,250,000.00. Proceeds from the sale will be used to; (1) pay Franklin Capital Holdings, LLC ("Franklin") (net of Cash Collateral payments) to satisfy any and all obligations, financial or otherwise, and (2) pay the City of El Paso ("City") the approximate sum of \$69,221.88 to satisfy and all obligations, financial or otherwise, referenced in the City Proof of Claim (Claims Register No. 1).

#### **Deadline to File Sale Objections**

15. The Debtor requests that any objections to the Sale of the equipment to the Proposed Purchaser or to the PSA must (i) be in writing, (ii) conform to the Bankruptcy Rules and the Local Rules of the Bankruptcy Court for the Western District of Texas, El Paso Division, (iii) set forth the name of the objecting party, the nature and amount of any claims or interest held or asserted against the Debtor' estate or properties, the basis for the objection and the specific grounds therefor, and (iv) be served so as to be actually received by December 1, 2014 at 12:00 p.m. (Noon Mountain Time) by (A) Debtor's counsel, James & Haugland, P.C., Attn: Wiley F. James, III, 609 Montana Ave., El Paso, Texas 79902 Email: [wjames@jghpc.com](mailto:wjames@jghpc.com) (B) counsel for Franklin Capital Holdings, LLC, Gordon Davis Johnson & Shane, P.C., Attn: Harrel Davis, 4695 N. Mesa St., El Paso, Texas 79912, Email: [hdavis@eplawyers.com](mailto:hdavis@eplawyers.com); and (C) United States Trustee, Attn: Kevin Epstein, Asst. US Trustee, 615 E. Houston, Suite 533, San Antonio, TX 78205, Email: [Kevin.M.Epstein@usdoj.gov](mailto:Kevin.M.Epstein@usdoj.gov) (collectively, the "Objection Notice Parties").

16. The Debtor requests that any party failing to timely file and serve its objection on the Objection Notice Parties shall be barred from asserting an objection to the Amended Motion and the Sale to the Proposed Purchaser.

**Applicable Authority**

**A. The Sale Transaction**

17. Pursuant to Bankruptcy Rule 6004 (1), sales of property outside the ordinary course of business may be by private sale or by public auction. The Debtor believes that the proposed sale, vis-a-vis an auction process with its attendant delays and advertising costs, is most likely to maximize the market value of the equipment for the benefit of the Debtor's estate. Accordingly, the Debtor believes the Court should approve the Sale Transaction.

**B. The Sale Relief**

18. The Debtor also requests that the Court approve the sale of the Equipment to the Proposed Purchaser pursuant to Sections 105 and 363 of the Bankruptcy Code. This portion of the relief is requested to be entered after the Sale Hearing. In an exercise of the Debtor's sound business judgment, the Debtor submits that the sale of the Equipment to the Proposed Purchaser pursuant to the PSA, is in the Debtor's best interests and should be approved.

19. Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1); *Cajun Elec. Power Coop., Inc. v. Official Comm. of Unsecured Creditors (In re Cajun Elec. Power Coop., Inc)*, 119 F.3d 349, 354 (5th Cir. 1997). Courts look to various factors to determine whether to approve a motion under Section 363(b) of the Bankruptcy Code, such as: (a) whether a sound business reason exists for the proposed transaction; (b) whether *Creditors (In re Cajun Elec. Power Coop., Inc)*, 119 F.3d 349, 354 (5th Cir. 1997). Courts look to various factors to determine whether to approve a motion under Section 363(b) of the Bankruptcy Code, such as: (a) whether a sound business reason exists for the proposed transaction; (b) whether fair and reasonable consideration is provided; (c) whether the transaction has been proposed in good faith; and (d) whether adequate and reasonable notice is provided. *See, e.g., In re Condere Corp.*, 228 B.R. 615, 626 (Bankr. S.D. Miss. 1998); *Comm. of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071; *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 143, 147- 49 (3d Cir. 1986).

20. A debtor must demonstrate sound business judgment for a sale of assets outside of the ordinary course of business. *Institutional Creditors of Continental Air Lines, Inc. v. Cont 'l Air Lines, Inc. (In re Cont 'l Air Lines, Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986). The Debtor has sound business reasons for selling its Equipment at this time. The Debtor has determined that the Sale of the Equipment is the best

way to maximize the value of the Debtor's estate in an expedited fashion for the benefit of all constituencies. Further, the Sale obviates the need for at least two (2) adversary proceedings and possible objections to confirmation of JPT's Plan of Reorganization from the creditors and any possible appeals from an adversary proceeding or contested matter.

21. The Debtor has sought "take-out" financing for the last six (6) months without success. The Debtor continues to seek this form of financing but does not expect that it will bear fruit in the short term future. The Debtor leases its facility and has attempted sales of the equipment in conjunction with the continued occupancy at the Canutillo, Texas facility which have proven unsuccessful.

22. The PSA is the product of extensive, arm's length negotiations. The PSA is advantageous to the Debtor's estate in that it provides a source certain for an immediate cash sale. The Debtor has received over a dozen inquiries from experienced equipment purchasers. The PSA represents the money that could be obtained at this time. The Debtor previously had extensive negotiations with CS Wind, a Korean company, to purchase the Debtor's assets, land and retention of key employees. As late as November 5, 2014, counsel for CS Wind indicated that it was working on an Asset Purchase Agreement for the Debtor to sign. Based on its marketing efforts, the Debtor submits the consideration to be paid under the PSA is fair and reasonable. Under these circumstances, sound business reasons exist that justify the sale of the assets outside of the ordinary course of business.

### **C. Good Faith Requirement**

23. Section 363(m) of the bankruptcy Code provides that "[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this Section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith...." 11 U.S.C. § 363(m) (emphasis added). While the Bankruptcy Code does not define "good faith", the court in *Sullivan Central Plaza I, Ltd., v. BancBoston Real Estate Capital Corp.*, 106 B.R. 934 (N.D. Tex. 1989), stated: "[t]he type of conduct of a purchaser which would destroy its good faith status in § 363(m) involves fraud, collusion between the purchaser and other bidders of the trustee, or an attempt to take grossly unfair advantages of other bidders." *Id.* At 938 (citing *Matter of Bleaufontaine, Inc.*, 634 F.2d 1383, 1388 )5<sup>th</sup> Cir. 1981))

24. The Debtor requests the Court determine the Proposed Purchaser to be acting in good faith and entitled to the protections of a good faith purchaser under Section 363(m) of the Bankruptcy Code. The PSA between the Debtor and the Proposed Purchaser is the result of good-faith, arm's length

negotiations conducted among the parties.

**D. Sale of the Equipment Should be Granted Free and Clear of Certain Liens, Claims, Interests and Encumbrances.**

25. Section 363(f) of the Bankruptcy Code provides:

(f) The trustee may sell property under subsection (b) or (c) of this Section free and clear of any interest in such property of an entity other than the estate, only if--

- (1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363 (f).

26. Section 363(f) is written in the disjunctive. *See In re Collins*, 180 B.R. 447, 450 (Bankr. E.D. Va. 1995) ("Section 363(f) is phrased in the disjunctive, such that only one of the enumerated conditions must be met in order for the Court to approve the proposed sale."); *In re P.K.R. Convalescent Ctrs., Inc.*, 189 B.R. 90, 94 (Bankr. E.D. Va. 1995) ("[Section] 363 covers more situations than just sales involving liens ... Section 363(f) addresses sales free and clear of any interest ...."); *In re Gen. Bearing Corp.*, 136 B.R. 361, 366 (Bankr. S.D.N.Y. 1992) (listing requirements). Accordingly, to approve a sale free and clear of all liens, claims, encumbrances, and other interests, the Debtor is required only to meet one of the five (5) conditions listed in Section 363(f).

27. Other than the alleged interests, claims and/or encumbrances set forth in Schedule 6.1 of the PSA as set forth in the Debtor's Schedules, the Debtor is unaware of any (i) liens, encumbrances or interests or (ii) "claims" as defined in Section 101(5) of the Bankruptcy Code that have been asserted against the Equipment. The proposed sale price of the Equipment is much greater than the value of any claimed liens or encumbrances of which the Debtor is aware. Furthermore, the Sale Order will provide that

any liens, claims, encumbrances or interests attach to the net cash proceeds derived from the Sale of the Equipment in the same validity, force and effect that such liens, claims, encumbrances or interests now have against the Equipment, subject to the rights and defenses, if any, of the Debtor with respect thereto. Accordingly, the Debtor satisfies Section 363(f)(3).

28. The Sale of the Equipment free and clear of any liens, claims, encumbrances or interests on the assets satisfies the statutory prerequisites of Section 363(f) of the Bankruptcy Code. Accordingly, the Debtor requests that the Equipment be transferred to the Proposed Purchaser free and clear of all liens, claims, encumbrances, and interests, with any such liens, claims, encumbrances, and interests to attach to the net sale proceeds of the Equipment.

#### **Notice of Sale Hearing**

29. In accordance with Bankruptcy Rule 6004(f)(1), sales of property outside of the ordinary course of business may be by private or by public auction. *See* FED. R. BANKR. P. 6004(f)(1). Further, pursuant to Bankruptcy Rule 2002(a)(2), this Court may, for cause shown, shorten or direct another method of giving notice regarding the general twenty-one (21) day by mail period for the proposed use, sale, or lease of property of the estate other than in the ordinary course of business. *See* FED. R. BANKR. P. 2002(a)(2). Subject to Bankruptcy Rule 6004, the notice of a proposed use, sale, or lease of property required under Bankruptcy Rule 2002(a)(2) must include the time and place of any public sale, the terms and conditions of any private sale, and the time fixed for filing objections. *See* FED. R. BANKR. P. 2002(c)(1). Moreover, the notice of a proposed use, sale, or lease of property is sufficient if it generally describes the property. *Id.*

30. Within three (3) Business Days following the filing of this Motion, the Debtor will serve a notice of the Sale and Hearing (the "Sale Hearing Notice") by first class mail, postage prepaid, or by electronic correspondence to: (a) the Potential Purchaser (b) counsel for the Proposed Purchaser, (c) the Office of the United States Trustee, (d) all parties who are known to possess or assert a lien, claim, encumbrance or interest in or upon any of the Equipment, (e) all applicable federal, state and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested in the Motion; and (f) all other parties on the Debtor's most current master service

list filed in the Bankruptcy Case ("Matrix"). Such Sale Hearing Notice shall be deemed to satisfy the notice requirements of Bankruptcy Rules 2002 and 6004 and Section 363(b) of the Bankruptcy Code, and constitute good and sufficient notice and that no other or further notice is required.

**E. Waiver or Reduction of the Ten (10) Day Stay Period of Bankruptcy Rules 6004(h) and 6006(d)**

31. Pursuant to Bankruptcy Rules 6004(h) and 6006(d), unless the court orders otherwise, (i) all orders authorizing the sale of property pursuant to Section 363 of the Bankruptcy Code and (ii) all orders authorizing the assignment of executory contracts or unexpired leases under Section 365 of the Bankruptcy Code are automatically stayed for ten (10) days after entry of the order. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before the order can be implemented. *See* Advisory Committee Notes to FED. R. BANKR. P. 6004(g) and 6006(d).

32. Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Notes are silent as to when a court should "order otherwise" and eliminate or reduce the ten (10) day stay period, Collier on Bankruptcy suggests that the ten (10) day stay period should be eliminated to allow a sale or other transaction close immediately "when there has been no objection to the procedures." 10 COLLIER ON BANKRUPTCY, ¶ 6004.10 (A. Resnick, 15<sup>th</sup> ed. rev. 2007). Furthermore, *Collier* provides that if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*

33. The Debtor hereby requests that the Court waive the ten (10) day stay periods under Bankruptcy Rules 6004(h) and 6006(d) or in the alternative, if an objection to the sale of the Equipment is filed, reduce the minimum amount of time needed by the objecting party to file its appeal to allow the Sale of the Equipment.

**F. Sale Contingent Upon Occupancy Agreement With Bergen Johnson Olson, LLC**

34. The Debtor wishes to advise this Court and the Creditors that any sale would be contingent upon a buyer's inspection of the equipment (if not already completed) and an occupancy



agreement with the landlord, Bergen Johnson and Olson, LLC ("BJO").

35. An occupancy agreement is essential because the estimated time to disassemble and remove the equipment ranges from two-four (2-4) months according to various prospective purchasers. The principal of the Debtor, Douglas Johnson, is a general partner in the LLC. Douglas Johnson has not been negotiating on behalf of BJO for execution of any occupancy agreement as part of this 363 sale. Counsel for the Debtor, James & Haugland, PC, does not and has not represented Mr. Douglas Johnson or BJO at any time prior to or during the Chapter 11 Case.

36. Accordingly, the Debtor makes no representations concerning the possibility of obtaining an occupancy agreement or the monthly rent and other terms that might be contained therein.

**G. "As-Is, Where-Is" Sale**

37. The Debtor wishes to emphasize that this Section 363 sale is being conducted on an "As-Is, Where-Is" basis and the Debtor makes no warranty, expressed or implied, concerning the equipment and other personal property to be sold, other than all equipment listed on the Loeb Appraisal (attached hereto as Exhibit "B") is in existence and located at the plant in Canutillo, Texas.

**Conclusion**

WHEREFORE the Debtor respectfully requests entry of an order; (i) approving the proposed Purchase and Sale Agreement to be used for the Equipment; (ii) approving the sale of the Debtor's Equipment free and clear of liens, claims, interests and encumbrances; (iii) approving the PSA, as may be modified, and the obligations incurred by each of the Debtor and the Proposed Purchaser thereunder; and (iv) any other relief this Court deems just and proper. A propose Order is attached hereto as Exhibit "C".

Respectfully submitted,

**JAMES & HAUGLAND, P.C.**

609 Montana Avenue

El Paso, Texas 79902

Telephone: 915-532-3911

Facsimile: 915-541-6440

By: 

WILEY F. JAMES, III

State Bar No. 10554300

Attorney for Johnson Plate & Tower  
Fabrication, Inc.

Debtor & Debtor-in-Possession

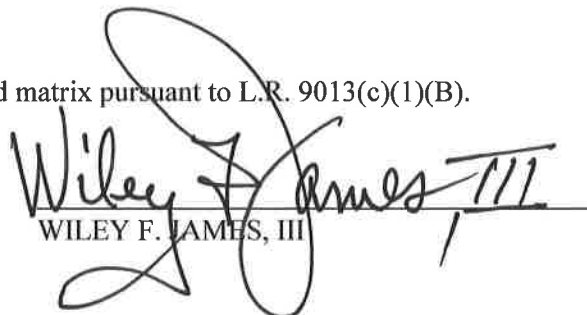
**CERTIFICATE OF SERVICE**

I certify that on the 17<sup>th</sup> day of November, 2014 a true and correct copy of the foregoing 363 Sale Motion was served upon the via electronic means to the parties listed on the Court's ECF Noticing System, including the following:

U.S. Trustee's Office  
615 E. Houston, Suite 533  
P.O. Box 1539  
San Antonio, TX 78295-1539

Harrel L. Davis  
Gordon Davis Johnson & Shane, P.C.  
4695 N. Mesa St  
El Paso, TX 79912  
[hdavis@eplawyers.com](mailto:hdavis@eplawyers.com)

and to all of the parties listed on the attached matrix pursuant to L.R. 9013(c)(1)(B).

  
WILEY F. JAMES, III

Label Matrix for local noticing  
0542-3  
Case 14-31649-hcm  
Western District of Texas  
El Paso  
Fri Oct 17 10:25:17 CDT 2014

Johnson Plate & Tower Fabrication, Inc.  
201 Los Mochis Dr.  
Canutillo, TX 79835

U.S. BANKRUPTCY COURT  
511 E. San Antonio Ave., Rm. 444  
EL PASO, TX 79901-2415

AT&T  
PO Box 5025  
Carol Stream, IL 60197-5025

AT&T Mobility  
PO Box 537014  
Atlanta, GA 30353-7014

Abrasives & Equipment  
4279 S. Santa Rita  
Tucson, AZ 85714-1641

Airgas Southwest, Inc.  
PO Box 676031  
Dallas, TX 75267-6031

Alamo Distribution, LLC  
PO Box 671555  
Dallas, TX 75267-1555

All-Guard  
23194 Kidder St.  
Hayward, CA 94545-1629

Allied Waste Services  
PO Box 78440  
Phoenix, AZ 85062-8440

American Express  
PO Box 650448  
Dallas, TX 75265-0448

American Sling  
7150 Copper Queen  
El Paso, TX 79915-1225

Avanti Wind Systems  
5150 South Towne Dr.  
New Berlin, WI 53151-7955

B&M Machinery Co.  
7170 Copper Queen Dr.  
El Paso, TX 79915-1225

(p)BMW FINANCIAL SERVICES  
CUSTOMER SERVICE CENTER  
PO BOX 3608  
DUBLIN OH 43016-0306

BNSF Railway Co.  
PO Box 676152  
Dallas, TX 75267-6152

BXW Electrical Rebuilders  
4020 Hayes Ave.  
El Paso, TX 79930-6815

BYK Gardner USA  
25098 Network Pl.  
Chicago, IL 60673-1250

Bank of America  
PO Box 60875  
Los Angeles, CA 90060-0875

Bank of America  
PO Box 660070  
Dallas, TX 75266-0070

Baron Chemical  
817 Texas Ave.  
El Paso, TX 79901-1503

Bassett Transportation  
PO Box 77  
Crete, NEB 68333-0077

Berding Weil  
2175 N. California Blvd., #500  
Walnut Creek, CA 94596-7336

Bergen Johnson Olson  
1941 Davis St.  
San Leandro, CA 94577-1262

Blue Tarp Financial  
PO Box 105525  
Atlanta, GA 30348-5525

Border Hose & Supply, Inc.  
11220 Rojas Dr., Ste. C-1  
El Paso, TX 79935-5403

Border States Electric  
Dept. 1105  
Denver, CO 80291-0001

C&R Distributing  
140 Prado Rd.  
El Paso, TX 79907-6136

Camino Real Landfill  
PO Box 580  
Sunland Park, NM 88063-0580

Canfield & Joseph, Inc.  
PO Box 471285  
Tulsa, OK 74147-1285

Chevron and Texaco Universal Card  
PO Box 921729  
Norcross, GA 30010-1729

Chevron and Texaco Universal Card  
PO Box 9223928  
Norcross, GA 30010

City of El Paso  
P.O. Box 2992  
El Paso, TX 79999-2992

City of El Paso  
c/o David G. Aelvoet  
711 Navarro, Suite 300  
San Antonio, TX 78205-1749

Comcast  
PO Box 34744  
Seattle, WA 98124-1744

Complete Reprographics  
6122 Trowbridge  
El Paso, TX 79905-2199

(p)TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
REVENUE ACCOUNTING DIV - BANKRUPTCY SECTION  
PO BOX 13528  
AUSTIN TX 78711-3528

Concord Jet Service  
PO Box 787  
Concord, CA 94522-0787

Continental Batteries  
4919 Woodall St.  
Dallas, TX 75247-6795

Crane Care, Inc.  
PO Box 37109  
Phoenix, AZ 85069-7109

DHL Express USA, Inc.  
16592 Collections Center  
Chicago, IL 60693-0165

David Aelvoet  
Linebarger, Goggan, Blair  
711 Navarro, Suite 300  
San Antonio, TX 78205-1749

Dealers Electrical Supply  
1050 Kastrin St.  
El Paso, TX 79907-1705

Denman Propane  
8918 Gateway East  
El Paso, TX 79907-1818

(p)DIRECTV LLC  
ATTN BANKRUPTCIES  
PO BOX 6550  
GREENWOOD VILLAGE CO 80155-6550

Doug Johnson  
#5 Oak Arbor  
Orinda, CA 94563-1726

Doug Johnson  
5 Oak Arbor Rd.  
Orinda, CA 94563-1726

EFTPS  
PO Box 173788  
Denver, CO 80217-3788

EMA Inc.  
5220 Langford Park, Ste. A  
Norcross, GA 30071-1503

EPIC - Edgewood Partners Ins  
300 Executive Pkwy 325  
San Ramon, CA 94583

ESAB Group  
411 S. Ebenezer Rd.  
Florence, SC 29501-7916

El Paso Central Appraisal District  
5801 Trowbridge  
El Paso, TX 79925-3346

El Paso County Tax Assessor/Collector  
P.O. Box 2992  
El Paso, TX 79999-2992

El Paso Disposal  
PO Box 660177  
Dallas, TX 75266-0177

El Paso Electric  
Customer Service  
PO Box 982  
El Paso, TX 79960-0001

El Paso Water Utilities  
PO Box 511  
El Paso, TX 79961-0511

FRISA  
PO Box 671256  
Dallas, TX 75267-1256

Farmer Brothers Coffee  
PO Box 79705  
City of Industry, CA 91716-9705

Federal Express  
North Shore Agency  
270 Spagnoli Toad St., Ste. 110  
Melville, NY 11747-3515

Felix's Auto Parts  
PO Box 550  
Anthony, NM 88021-0550

Fidelity Investments  
PO Box 73307  
Chicago, IL 60673-7307

Franklin Capital Holdings, LLC  
c/o Harrel L. Davis  
P.O. Box 1322  
El Paso, TX 79947-1322

Franklin Capitol  
600 Central Ave., Suite 396  
Highland Park, IL 60035-5612

Gallina, LLP, CPA  
925 Highland Pointe Dr., #450  
Roseville, CA 95678-5423

Gamesa Corp.  
1150 Northbrook Dr.  
Trevose, PA 19053-8409

Gerardo Villalobos  
Anthony Machine Shop  
PO Box 2575  
2940 Montebello  
Anthony, NM 88021-9027

Global Finishing Solutions  
PO Box 250  
Osseo, WI 54758-0250

Gorman Industrial  
1701 Texas Ave.  
El Paso, TX 79901-1898

Grainger  
1400 Lomaland Dr.  
El Paso, TX 79935-5207

Greenstein Rogoff Olsen Co.  
39159 Paseo Padre Pkwy., #315  
Fremont, CA 94538-1698

Guardian  
PO Box 51505  
Los Angeles, CA 90051-5805

Health Care Sercice Corp  
PO Box 731428  
Dallas, TX 75373-1428

Hempel USA  
600 Conroe Park North Dr.  
Conroe, TX 77303-2207

Hose Power USA  
PO Box 861777  
Orlando, FL 32886-1777

Hypertherm, Inc.  
PO Box 843935  
Dallas, TX 75284-3935

(p)INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

Internal Revenue Service  
P. O. Box 7346  
Philadelphia, PA 19101-7346

International Fluid Power  
7460 Doniphan Dr.  
Canitillo, TX 79835-6603

Intsel Steel Distributors  
PO Box 301212  
Dallas, TX 75303-1212

J-Tex Wipers  
PO Box 3547  
El Paso, TX 79923-3547

JMT Capital Holdings  
attn: Travis T. Kozlowski  
1192 Draper Pkwy., #331  
Draper, TX 78702

Kit Christensen  
dba KLC Enterprises  
6 Woodside Ct.  
San Anselmo, CA 94960-1332

Lake Steel, Inc.  
NC Receivable Corp.  
PO Box 31748  
Amarillo, TX 79120-1748

MOLTEC International  
2-2699 Bristol Cir. Oakville  
On L6H 6X5, CANADA

McMaster-Carr Supply Co.  
PO Box 7690  
Chicago, IL 60680-7690

Mendel Blumenfeld, LLP  
5809 Acacia Acircle  
El Paso, TX 79912

Metallurgical Engineering  
845 E. Arapaho Rd.  
Richardson, TX 75081-2242

MillerBernd  
622 8th St., South  
Winsted, MN 55395

Minerals Research  
4620 S. Coach Dr.  
Tucson, AZ 85714-3442

Mounce Green Myers Safi Paxson  
100 N. Stanton, Suite 1000  
El Paso, TX 79901-1463

Myers Ace Hardware  
PO Box 220  
Canutillo, TX 79835-0220

NDT Systems  
Anthony Esposito  
3912 Cerritos Ave.  
Los Alamitos, CA 90720-2454

Nelson Stud Welding, Inc.  
PO Box 504781  
St. Louis, MO 63150-4781

Newark Electronics  
PO Box 94151  
Palatine, IL 60094-4151

Norman Houskajian  
12625 High Bluff Dr.  
Suite 201  
San Diego, CA 92130-2053

Nova Safety Products, Inc.  
2112 Wyoming Ave.  
El Paso, TX 79903-3509

Oceanaire Services, Inc.  
21-C Orinda Way., #321  
Orinda, CA 94563-2534

Orinda Country Club  
315 Camino Sobrante  
Orinda, CA 94563-1899

Pencil Cup Office Products  
1701 Texas Ave.  
El Paso, TX 79901-1809

Permian Machinery Movers  
9270 Gateway East  
El Paso, TX 79907-1861

Peter Johnson  
48 Camino Don Miguel  
Orinda, CA 94563-1739

Premium Assignment Corp  
PO Box 8000  
3522 Thomasville Rd.  
Tallahassee, FL 32309-3488

Purvis Industries  
805 Tony Lama  
El Paso, TX 79915-1345

RS Hughes  
1410 Gail Borden, Ste. A-1  
El Paso, TX 79935-4809

Ranger Steel Supply Corp.  
PO Box 4346  
Dept. 451  
Houston, TX 77210-4346

Riverside Hardware  
PO Box 1520  
Canutillo, NM 79835-1520

Roadrunner Crane & Rigging  
1745 Marquess St.  
Las Cruces, NM 88005-3383

Robert Mavarro & Assoc.  
124 W. Castellano, Ste. 201  
El Paso, TX 79912-6139

Ryan and Company  
13155 Noel Rd., Suite 100  
Dallas, TX 75240-5050

Santa Teresa Immediate Care  
PO Box 1259  
Santa Teresa, NM 88008-1259

Seifert Industrial Sales, Inc.  
1323 Columbia Sr., Ste. 305  
Richardson, TX 75081-2900

Sherwin Williams  
1015 Eastside Rd.  
El Paso, TX 79915-1003

Shredder Company, LLC  
7380 Doniphan Dr.  
Canutillo, TX 79835-6604

Sierra Loan  
101 Parkshore Dr., Ste. 189  
Folsom, CA 95630-4726

Sierra Machinery  
939 Hawkins  
El Paso, TX 79915-1219

Southwest First Aid Supply  
PO Box 220229  
El Paso, TX 79913-2229

Specialized Steel Contractors  
105 E. Castellano, Ste. A  
El Paso, TX 79912-6436

Swifco  
924 Tony Lama  
El Paso, TX 79915-1305

Swift Becca, Inc.  
2010 Cobb International Blvd.  
Suite H  
Kennesaw, GA 30152-4364

Syoxsa  
6996 Commerce Ave.  
El Paso, TX 79915-1102

TW Telecom  
PO Box 172567  
Denver, CO 80217-2567

Texas Child Support SDU  
PO Box 659791  
San Antonio, TX 78265-9791

Texas Gas Service  
PO Box 31427  
EL Paso, TX 79931-0427

Texas Mutual Ins. Co.  
PO Box 841843  
Dallas, TX 75284-1843

Texas Workforce Commission  
TEC Building - Bankruptcy  
101 East 15th Street  
Austin, TX 78778-0001

The Peakstone Group  
150 N. Wacker Dr.  
Suite 2500  
Chicago, IL 60606-1609

Thermacut  
153 Charleston Rd.  
Charleston, NH 03743-5616

Thermion  
PO Box 780  
Silverdale, WA 98383-0780

Tradewinds Steel  
8382 Artesia Blvd., Unit 1  
Buena Park, CA 90621-4193

Travelers Ins.  
PO Box 660317  
Dallas, TX 75266-0317

Uline  
2200 S. Lakeside Dr.  
Waukegan, IL 60085-8311

United States Attorney  
601 N.W. Loop 410, Suite 600  
San Antonio, Texas 78216-5597

United States Attorney General  
Department of Justice  
950 Pennsylvania Ave. N.W.  
Washington, D.C 20530-0009

United States Trustee  
P.O. Box 1539  
San Antonio, TX 78295-1539

United States Trustee - EP12  
U.S. Trustee's Office  
615 E. Houston, Suite 533  
P.O. Box 1539  
San Antonio, TX 78295-1539

Watson Pest Control  
PO Box 12823  
El Paso, TX 79913-0823

Western Refining  
AG Adjustments  
740 Walt Whitman Rd.  
Melville, NY 11747-2212

Western Star Enterprises  
11394 James Watt, Ste. 503  
El Paso, TX 79936-6442

Work Wear Shoe & Safety  
6318 Airport Frwy., Suite C  
Fort Worth, TX 76117-5379

Xerox Corp.  
PO Box 660501  
Dallas, TX 75266-0501

Wiley France James III  
James & Haugland, P.C.  
609 Montana Ave.  
El Paso, TX 79902-5303

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

BMW Financial  
PO Box 3608  
Dublin, OH 4316-0306

Comptroller Public Account  
P.O. Box 149348  
Austin, TX 78714-9348

DirectTV  
PO Box 54000  
Los Angeles, CA 90054

(d)Direct TV  
PO Box 78626  
Phoenix, AZ 85062

Internal Revenue Service  
P. O. Box 21126  
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)TW Telecom  
PO Box 172567  
Denver, CO 80217-2567

End of Label Matrix	
Mailable recipients	140
Bypassed recipients	1
Total	141